

<i>SERFF Tracking Number:</i>	<i>PHLX-125878412</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Philadelphia Indemnity Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>ML AR0037702F01</i>		
<i>TOI:</i>	<i>05.1 Commercial Multi-Peril - Non-Liability</i>	<i>Sub-TOI:</i>	<i>05.1003 Commercial Package</i>
	<i>Portion Only</i>		
<i>Product Name:</i>	<i>UltimateCover</i>		
<i>Project Name/Number:</i>	<i>UltimateCover/ML AR0037702F01</i>		

Filing at a Glance

Company: Philadelphia Indemnity Insurance Company

Product Name: UltimateCover

SERFF Tr Num: PHLX-125878412

State: Arkansas

TOI: 05.1 Commercial Multi-Peril - Non-Liability

SERFF Status: Closed

State Tr Num: EFT \$50

Portion Only

Sub-TOI: 05.1003 Commercial Package

Co Tr Num: ML AR0037702F01

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Llyweyia Rawlins, Brittany Yielding

Author: SPI PhiladelphiaIndemnity

Disposition Date: 10/30/2008

Date Submitted: 10/29/2008

Disposition Status: Approved

Effective Date Requested (New): 12/01/2008

Effective Date (New): 12/01/2008

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: UltimateCover

Status of Filing in Domicile:

Project Number: ML AR0037702F01

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/30/2008

State Status Changed: 10/30/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Philadelphia Indemnity Insurance Company is introducing two new property enhancement endorsements which we plan to use with our Ultimate Cover Product. These endorsements will be used on a mono-line or package basis. Attached are the following endorsements:

PI-ULT-103 (09/08) Elite Property Enhancement: Real Estate / Office Parks / Shopping Centers

<i>SERFF Tracking Number:</i>	<i>PHLX-125878412</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>UltimateCover/ML AR0037702F01</i>		

This is a mandatory endorsement that provides enhanced coverages as listed in the schedule with the applicable limits of insurance for real estate, office parks and shopping centers.

PI-ULT-104 (09/08) Elite Property Enhancement: Nursing Homes / Medical Facilities / Hospitals

This is a mandatory endorsement that provides enhanced coverages as listed in the schedule with the applicable limits of insurance for nursing homes, medical facilities and hospitals.

There will be no premium charge for these endorsements and it will be a mandatory attachment.

Company and Contact

Filing Contact Information

Diane Quarles, Compliance Analyst

One Bala Plaza

(610) 617-7751 [Phone]

Bala Cynwyd, PA 19004

(866) 478-1433[FAX]

Filing Company Information

Philadelphia Indemnity Insurance Company

CoCode: 18058

State of Domicile: Pennsylvania

One Bala Plaza

Group Code: 677

Company Type:

Suite 100

Bala Cynwyd, PA 19004

Group Name: Philadelphia

State ID Number:

Insurance Companies

(610) 617-7900 ext. [Phone]

FEIN Number: 231738402

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

SERFF Tracking Number: *PHLX-125878412* *State:* *Arkansas*
Filing Company: *Philadelphia Indemnity Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *ML AR0037702F01*
TOI: *05.1 Commercial Multi-Peril - Non-Liability* *Sub-TOI:* *05.1003 Commercial Package*
 Portion Only
Product Name: *UltimateCover*
Project Name/Number: *UltimateCover/ML AR0037702F01*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Philadelphia Indemnity Insurance Company	\$50.00	10/29/2008	23544303

SERFF Tracking Number:	PHLX-125878412	State:	Arkansas
Filing Company:	Philadelphia Indemnity Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	ML AR0037702F01		
TOI:	05.1 Commercial Multi-Peril - Non-Liability Portion Only	Sub-TOI:	05.1003 Commercial Package
Product Name:	UltimateCover		
Project Name/Number:	UltimateCover/ML AR0037702F01		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/30/2008	10/30/2008

<i>SERFF Tracking Number:</i>	<i>PHLX-125878412</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Philadelphia Indemnity Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>ML AR0037702F01</i>		
<i>TOI:</i>	<i>05.1 Commercial Multi-Peril - Non-Liability</i>	<i>Sub-TOI:</i>	<i>05.1003 Commercial Package</i>
	<i>Portion Only</i>		
<i>Product Name:</i>	<i>UltimateCover</i>		
<i>Project Name/Number:</i>	<i>UltimateCover/ML AR0037702F01</i>		

Disposition

Disposition Date: 10/30/2008

Effective Date (New): 12/01/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	PHLX-125878412	State:	Arkansas
Filing Company:	Philadelphia Indemnity Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	ML AR0037702F01		
TOI:	05.1 Commercial Multi-Peril - Non-Liability	Sub-TOI:	05.1003 Commercial Package
	Portion Only		
Product Name:	UltimateCover		
Project Name/Number:	UltimateCover/ML AR0037702F01		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Elite Property Enhancement: Real Estate / Office Parks / Shopping Centers	Approved	Yes
Form	Elite Property Enhancement: Nursing Homes / Medical Facilities / Hospitals	Approved	Yes

SERFF Tracking Number: PHLX-125878412 State: Arkansas

Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: ML AR0037702F01

TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
Portion Only

Product Name: UltimateCover

Project Name/Number: UltimateCover/ML AR0037702F01

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Elite Property Enhancement: Real Estate / Office Parks / Shopping Centers	PI-ULT-103	(09/08)	Endorsement/Amendment/Conditions		0.00	PI-ULT-103.PDF
Approved	Elite Property Enhancement: Nursing Homes / Medical Facilities / Hospitals	PI-ULT-104	(09/08)	Endorsement/Amendment/Conditions		0.00	PI-ULT-104.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ELITE PROPERTY ENHANCEMENT:
REAL ESTATE / OFFICE PARKS / SHOPPING CENTERS**

This endorsement modifies insurance provided under the following:

**PROPERTY COVERAGE FORM
CAUSES OF LOSS FORM****I. Schedule of Coverages and Limits**

The following is a summary of increased Limits of Insurance, additional coverages and/or coverage extensions provided by this endorsement. This endorsement is subject to the provisions of your policy.

Coverage Applicable	Limit of Insurance	Page #
Covered Property		
Fine Arts	\$50,000	2
Additional Coverages		
Alternative Key Systems	\$100,000	2
Automated External Defibrillators	\$5,000	2
Business Income and Extra Expense	\$100,000	3
Civil Authority	Included in BI/EE limit	3
Contingent Business Property	Included in BI/EE limit	3
Contract Cancellation	Included in BI/EE limit	3
Utility Service Interruption - Business Income Only	\$100,000	4
Extended Period of Indemnity - Business Income Only	365 days	5
Claim Expenses	\$25,000	6
Debris Removal	\$500,000	6
Earthquake Sprinkler Leakage	\$10,000	6
Pollutant Clean Up and Removal	\$100,000	6
Realty Tax Coverage	\$50,000	6
Coverage Extensions		
Accounts Receivable	\$300,000	6
Emergency Vacating Expenses	\$15,000	7
Garages	\$5,000	7
Newly Acquired or Constructed Property	\$2,000,000	7
Ordinance or Law - Demolition Costs	\$300,000	7
Ordinance or Law - Increased Cost of Construction	\$300,000	7
Personal Property of Others	\$25,000	7
Reward Reimbursement	\$25,000	8
Spoilage	\$25,000	8
Valuable Papers and Records – Cost of Research	\$300,000	8

II. Conditions**A. Applicability of Coverage**

Coverage provided in forms attached to your policy is amended by this endorsement where applicable.

B. Limits of Insurance

1. When coverage is provided by this form and another coverage form attached to this policy, the greater Limits of Insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy.
2. Limits of Insurance identified in this endorsement are not excess of, or in addition to, Limits of Insurance provided by the **PROPERTY COVERAGE FORM** or **CAUSES OF LOSS FORM** unless otherwise stated.
3. Coverage is considered to be on an occurrence basis (not on a per location basis) unless otherwise stated.

C. Applicability of Exclusions

Specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage enhancement.

D. Requirement for Covered Causes of Loss

Except where a specific Covered Cause of Loss is identified in this coverage enhancement, coverage for the **"losses"** described herein are applicable only for Covered Causes of Loss as designated in the **CAUSES OF LOSS FORM** attached to the policy.

III. Covered Property

- A. Section A. Coverage, 1. Covered Property, a. Your Business Personal Property, (d) "Fine Arts"** in the **PROPERTY COVERAGE FORM** is amended as follows:

If the total value of **"Fine Arts"** is over \$50,000, they must be listed in a schedule on file with us;

- B. Section A. Coverage, 2. Property Not Covered, o. "Fine Arts"** in the **PROPERTY COVERAGE FORM** is amended as follows:

"Fine Arts," if the total value of such property is greater than \$50,000, unless such property is listed in a schedule on file with us;

IV. Additional Coverages

The following are added to or amend the **PROPERTY COVERAGE FORM** under Section **A. Coverage, 4. Additional Coverages**:

A. Alternative Key Systems

We will pay for **"loss"** or damage to, or cost to reprogram, **"alternative key systems,"** including card programmers, card-readers, computers, related alarms, transceivers, power supplies and any other electronic or mechanical apparatus needed to make the card keys work. The **"loss"** must be caused by a Covered Cause of Loss and take place at a covered location.

The most we will pay for **"loss"** or damage under this coverage is \$100,000.

B. Automated External Defibrillators

Automated external defibrillators (AEDs) are considered covered property.

The most we will pay for **"loss"** or damage under this coverage is limited to \$5,000 for any one

occurrence, which is in addition to the Business Personal Property Limit stated in the Declarations.

C. Business Income and Extra Expense

1. Coverage is extended to include the actual **"loss"** of Business Income you sustain, and necessary Extra Expense you incur when your covered **"building"** or business personal property listed in the Declarations is damaged by a Covered Cause of Loss.

We pay any Extra Expense you incur:

- a. To continue your normal **"operations"** at the described premises; or
- b. To continue your normal **"operations"** at replacement premises or temporary locations; including:
 - (1) Relocation expenses; and
 - (2) The costs to equip or operate the replacement premises or temporary locations; or
- c. To minimize the suspension of your normal **"operations"** if you cannot continue them.

2. Civil Authority

We will pay for the actual **"loss"** of Business Income you sustain, and necessary Extra Expense you incur that is caused by action of civil authority that prohibits access to the described premises due to direct physical **"loss"** of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to 3 consecutive weeks after coverage begins. The coverage for Extra Expense will begin immediately after the time of that action and will end:

- a. 3 consecutive weeks after the time of that action; or
- b. When your Business Income coverage ends; whichever comes first.

3. Contingent Business Property

We will pay for the actual **"loss"** of Business Income you sustain, and necessary Extra Expense you incur when Contingent Business Property is damaged by a Covered Cause of Loss. We will reduce the amount of your Business Income **"loss,"** other than Extra Expense, to the extent you can resume **"operations,"** in whole or in part, by using any other available:

- a. Source of materials; or
- b. Outlet for your products.

4. Contract Cancellation

We will pay for the actual **"loss"** of Business Income you sustain, and necessary Extra Expense you incur as a result of the cancellation of a lease by a tenant after a Covered Cause of Loss has occurred.

The most we will pay under these sections **C. 1., 2., 3. and 4.** combined is \$100,000 for any one occurrence.

5. Utility Service Interruption

- a. We will pay for the actual “**loss**” of Business Income you sustain at the premises described in the Declarations, caused by an interruption in utility service to such premises. The interruption in utility service must result from direct physical “**loss**” or damage by a Covered Cause of Loss to the Utility Services property described below, not on a premises described in the Declarations.
- b. Utility Services
 - (1) Water Supply Services means the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
 - (2) Communication Supply Services means property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
 - (a) Communication transmission lines, including optic fiber transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.

Communication Supply Services does not include overhead transmission, distribution, or communication lines.
 - (3) Power Supply Services means the following types of property supplying electricity, steam, or gas to the described premises:
 - (a) Utility generating plants;
 - (b) Switching stations;
 - (c) Substations;
 - (d) Transformers; and
 - (e) Transmission lines.

Power Supply Services does not include overhead transmission, distribution, or power lines.
- c. We will only pay for “**loss**” you sustain after the first 24 hours following loss of service caused by the direct physical “**loss**” or damage to the utility services property described above.

The most we will pay under this section is \$100,000 for any one occurrence. This limit is in addition to the Business Income and Extra Expense limit provided above.

6. Extended Period of Indemnity

We will pay for the actual “**loss**” of Business Income you sustain during the period that:

- a. Begins on the date property (except **“finished stock”**) is actually repaired, rebuilt or replaced and **“operations”** are resumed; and
- b. Ends on the earlier of:
 - (1) The date you could restore your **“operations,”** with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical **“loss”** or damage occurred; or
 - (2) 365 consecutive days after the date determined in **a.** above.

The **“loss”** of Business Income must be caused by direct physical **“loss”** or damage at the described premises caused by or resulting from any Covered Cause of Loss.

7. The following, when used in this section, are defined as follows:

- a. Business Income means Net Income (net profit or loss before income taxes) that would have been earned or incurred during the period of restoration and continuing normal operating expenses including payroll.
- b. Extra Expense means necessary expenses you incur during the period of restoration that you would not have incurred if there had been no direct physical **“loss”** or damage to property caused by or resulting from a Covered Cause of Loss.
- c. Contingent Business Property means property operated by others whom you depend on to:
 - (1) Deliver materials or services to you, or to others for your account (Contributing Locations);
 - (2) Accept your products or services (Recipient Locations);
 - (3) Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 - (4) Attract customers to your business (Leader Locations).
- d. Period of restoration means the period of time that:
 - (1) Begins with the date of physical **“loss”** or damage caused by or resulting from any Covered Cause of Loss; and
 - (2) Ends on the date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **“pollutants.”**

The expiration date of this policy will not cut short the period of restoration.

D. Claim Expenses

Section **A. Coverage, 4. Additional Coverages, o. Claim Expenses** is amended as follows:

The most we will pay under this additional coverage is \$25,000. This limit is in addition to the applicable Limits of Insurance stated in the Declarations.

E. Debris Removal

Section **A. Coverage, 4. Additional Coverages, a. Debris Removal** is amended as follows:

We will pay up to an additional \$500,000 for each described premises in any occurrence.

F. Earthquake Sprinkler Leakage

We will pay up to \$10,000 for damages resulting from sprinkler leakage which is caused by earth movement.

G. Pollutant Clean Up and Removal

Section **A. Coverage, 4. Additional Coverages, f. Pollutant Clean Up and Removal** is amended as follows:

The Limit of Insurance for this additional coverage for each described premises is increased to \$100,000 for the sum of all covered expenses arising out of a Covered Cause of Loss occurring during each separate 12 month period of this policy.

H. Realty Tax Coverage

If a Covered Cause of Loss results in direct physical **"loss"** or damage to Covered Property at a premises described in the Declarations, we will reimburse you for the increased realty tax liability attributable to the construction, repair, rebuilding, or reconstruction of the damaged property.

We will pay for such increased realty tax liability if it is assessed within 2 years of a covered **"loss."** However, we will only pay the first such increased assessment following any realty tax assessment change that is insured under this coverage.

The most we will pay for **"loss"** or damage under this additional coverage is \$50,000.

V. Coverage Extensions

The following are added to or amend the **PROPERTY COVERAGE FORM** under Section **A. Coverage, 5. Coverage Extensions**:

A. Accounts Receivable

Section **A. Coverage, 5. Coverage Extensions, e. Accounts Receivable** is amended as follows:

The Limit of Insurance for this coverage extension is increased to \$300,000 in any one occurrence.

B. Emergency Vacating Expense

1. The coverage provided by this policy is extended to apply to the reasonable expenses that you incur in the **"emergency"** vacating of the premises of your facility described in the

Declarations, provided that vacating is necessary due to an “**emergency**” situation resulting from a Covered Cause of Loss.

2. We will not pay for any expenses under this extension arising out of:
 - a. A strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority;
 - b. A planned vacating drill; or
 - c. The vacating of one or more individuals that is solely due to their individual medical condition.
3. The most we will pay in any one occurrence for the evacuation of residents, regardless of the number of residents evacuated, is \$15,000. The deductible for emergency vacating expenses is \$1,000 per occurrence.

C. Garages

“**Building**” coverage is extended to apply to any garage or storage shed located at the premises described in the Declarations.

The most we will pay under this extension is \$5,000.

D. Newly Acquired or Constructed Property

Section **A. Coverage, 5. Coverage Extensions, a. Newly Acquired Property** and **b. New Construction** is amended as follows:

The Limit of Insurance for **Newly Acquired or Constructed Property** is increased to \$2,000,000 for “**loss**” to “**buildings**” and business personal property in any one occurrence.

E. Ordinance or Law

Section **A. Coverage, 5. Coverage Extensions, j. Ordinance or Law** is amended as follows:

1. The Limit of Insurance for demolition costs is increased to \$300,000 in any one occurrence.
2. The Limit of Insurance for increased cost of construction is increased to \$300,000 in any one occurrence.

F. Personal Property of Others

We will pay for personal property of others that is in your care, custody, or control, and located in or on the “**building**” described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

The most we will pay for “**loss**” or damage under this extension is \$25,000 at each described premises.

Our payment for “**loss**” of or damage to personal property of others will only be for the account of the owner of the property.

G. Reward Reimbursement

We will pay a reward for information that leads to a criminal conviction in connection with “**loss**” or damage to covered property by a Covered Cause of Loss; provided that the reward is pre-approved

by us.

The most we will pay for this additional coverage is \$25,000 regardless of the number of persons involved who provide information. No deductible shall apply to this coverage.

This extension does not include arson reward, as arson reward is included in Section 4. **Additional Coverages** in the **PROPERTY COVERAGE FORM**.

H. Spoilage

1. We will pay for direct physical **"loss"** or damage to your perishable business personal property, and perishable personal property of others while at or within 1000 feet of the described premises caused by spoilage due to changes in temperature or humidity resulting from:
 - a. Complete or partial interruption of electrical power to the described premises due to conditions beyond your control; or
 - b. Mechanical breakdown or failure of heating, cooling or humidity control equipment or apparatus at the described premises.
2. Coverage does not apply to:
 - a. The disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power.
 - b. The deactivation of electrical power or current caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
 - c. The inability of an electric utility company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or
 - (2) Governmental order.
 - d. The inability of a power source at the described premises to provide sufficient power due to insufficient generating capacity to meet demand.
3. The most we will pay for **"loss"** or damage in any one occurrence is \$25,000.

I. Valuable Papers and Records – Cost of Research

Section A. Coverage, 5. Coverage Extensions, g. Valuable Papers and Records – Cost of Research is amended as follows:

The Limit of Insurance for this coverage extension is increased to \$300,000 at each described premises in any one occurrence.

VI. Definitions

- A. **"Alternative key systems"** means programmable keying systems, such as mechanically or electronically coded key cards.
- B. **"Emergency"** means imminent danger arising from an external event or a condition in the facility which would cause loss of life or harm to occupants.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ELITE PROPERTY ENHANCEMENT:
NURSING HOMES / MEDICAL FACILITIES / HOSPITALS**

This endorsement modifies insurance provided under the following:

**PROPERTY COVERAGE FORM
CAUSES OF LOSS FORM
CRIME COVERAGE FORM**

I. Schedule of Coverages and Limits

The following is a summary of increased Limits of Insurance, additional coverages and/or coverage extensions provided by this endorsement. This endorsement is subject to the provisions of your policy.

Coverage Applicable	Limit of Insurance	Page #
Covered Property		
Fine Arts	\$50,000	2
Additional Coverages		
Alternative Key Systems	\$100,000	2
Automated External Defibrillators (AEDs)	\$5,000	3
Earthquake Sprinkler Leakage	\$10,000	3
Lease Cancellation Moving Expenses	\$2,500	3
Pollutant Clean up and Removal	\$100,000	3
Transition to Replacement Premises	Included	3
Coverage Extensions		
Business Income and Extra Expense	\$100,000	4
Civil Authority	Included in BI/EE limit	4
Contingent Business Property	Included in BI/EE limit	4
Ingress or Egress	\$5,000	4
Newly Acquired Premises	\$100,000	5
Emergency Vacating Expense	\$15,000	6
Expediting Expense	\$25,000	6
Garages	\$5,000	6
Money Orders and Counterfeit Paper Currency	\$25,000	7
Non-Owned Detached Trailers	\$5,000	7
Ordinance or Law – Demolition Cost	\$300,000	7
Ordinance or Law – Increased Cost of Construction	\$300,000	7
Personal Property of Residents:		
Residents' Property Personal Effects		
Any One Resident	\$5,000	7
Any One Occurrence	\$25,000	7
Policy Aggregate	\$100,000	7
Residents' Money and Securities		
Any One Resident	\$500	8
Any One Occurrence	\$5,000	8
Policy Aggregate	\$50,000	8
Reward Reimbursement	\$5,000	8
Spoilage	\$50,000	8
Limitations		
Furs	\$5,000	9
Precious Metals	\$5,000	9

II. Conditions

A. Applicability of Coverage

Coverage provided in forms attached to your policy is amended by this endorsement where applicable.

B. Limits of Insurance

1. When coverage is provided by this form and another coverage form attached to this policy, the greater Limits of Insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy.
2. Limits of Insurance identified in this endorsement are not excess of, or in addition to, Limits of Insurance provided by the **PROPERTY COVERAGE FORM**, the **CAUSES OF LOSS FORM** or the **CRIME COVERAGE FORM** unless otherwise stated.
3. Coverage is considered to be on an occurrence basis (not on a per location basis) unless otherwise stated.

C. Applicability of Exclusions

Specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage enhancement.

D. Requirement for Covered Causes of Loss

Except where a specific Covered Cause of Loss is identified in this coverage enhancement, coverage for the “**losses**” described herein are applicable only for Covered Causes of Loss as designated in the **CAUSES OF LOSS FORM** attached to the policy.

III. Covered Property

A. Section A. Coverage, 1. Covered Property, a. Your Business Personal Property, (d) “Fine Arts” in the **PROPERTY COVERAGE FORM** is amended as follows:

If the total value of “**Fine Arts**” is over \$50,000, they must be listed in a schedule on file with us;

B. Section A. Coverage, 2. Property Not Covered, o. “Fine Arts” in the **PROPERTY COVERAGE FORM** is amended as follows:

“**Fine Arts**,” if the total value of such property is greater than \$50,000, unless such property is listed in a schedule on file with us;

IV. Additional Coverages

The following are added to or amend the **PROPERTY COVERAGE FORM** under Section A. Coverage, 4. **Additional Coverages**:

A. Alternative Key Systems

We will pay for “**loss**” or damage to, or cost to reprogram, “**alternative key systems**,” including card programmers, card-readers, computers, related alarms, transceivers, power supplies and any other electronic or mechanical apparatus needed to make the card keys work. The “**loss**” must be caused by a Covered Cause of Loss and take place at a covered location.

The most we will pay for **“loss”** or damage under this coverage is \$100,000.

B. Automated External Defibrillators

Automated external defibrillators (AEDs) are considered covered property.

The most we will pay for **“loss”** or damage under this coverage is limited to \$5,000 per occurrence, which is in addition to the Business Personal Property Limit stated in the Declarations.

C. Earthquake Sprinkler Leakage

We will pay up to \$10,000 for damages resulting from sprinkler leakage which is caused by earth movement.

D. Lease Cancellation Moving Expenses

We will reimburse you for any moving expenses necessitated by your need to relocate due to the cancellation of the lease at your premises listed in the Declarations. The lease cancellation must occur as a result of a Covered Cause of Loss.

The limit for this coverage will be \$2,500 for all insureds combined. No deductible applies to this coverage.

E. Pollutant Clean Up and Removal

Section **A. Coverage, 4. Additional Coverages, f. Pollutant Clean Up and Removal** is amended as follows:

The Limit of Insurance for this additional coverage for each described premises is increased to \$100,000 for the sum of all covered expenses arising out of a Covered Cause of Loss occurring during each separate 12 month period of this policy.

F. Transition to Replacement Premises

If Covered Property is moved to a new premises from a scheduled premises that is being vacated, the Limit of Insurance applicable to that vacated premises will apply proportionately to both premises as the property is moved. This coverage ends when any one of the following first occurs:

1. 90 days after the move begins;
2. The move is completed; or
3. This policy expires.

V. Coverage Extensions

With the exception of Item **E. Money Orders and Counterfeit Paper Currency** below, the following are added to or amend the **PROPERTY COVERAGE FORM** under Section **A. Coverage, 5. Coverage Extensions**:

A. Business Income and Extra Expense

1. Coverage is extended to include the actual **“loss”** of Business Income you sustain, and necessary Extra Expense you incur when your covered **“building”** or Business Personal Property listed in the Declarations is damaged by a Covered Cause of Loss.

We pay any Extra Expense you incur:

- a. To continue your normal **“operations”** at the described premises; or
- b. To continue your normal **“operations”** at replacement premises or temporary locations; including:
 - (1) Relocation expenses; and
 - (2) The costs to equip or operate the replacement premises or temporary locations; or
- c. To minimize the suspension of your normal **“operations”** if you cannot continue them.

2. Civil Authority

We will pay for the actual **“loss”** of Business Income you sustain, and necessary Extra Expense you incur that is caused by action of civil authority that prohibits access to the described premises due to direct physical **“loss”** of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to 3 consecutive weeks after coverage begins. The coverage for Extra Expense will begin immediately after the time of that action and will end:

- a. 3 consecutive weeks after the time of that action; or
- b. When your Business Income coverage ends; whichever comes first.

3. Contingent Business Property

We will pay for the actual **“loss”** of Business Income you sustain, and necessary Extra Expense you incur when Contingent Business Property is damaged by a Covered Cause of Loss. We will reduce the amount of your Business Income **“loss,”** other than Extra Expense, to the extent you can resume **“operations,”** in whole or in part, by using any other available:

- a. Source of materials; or
- b. Outlet for your products.

The most we will pay under these sections **A. 1., 2. and 3.** combined is \$100,000 for any one occurrence.

4. Ingress or Egress Coverage

We will pay for the actual **“loss”** of Business Income you sustain, and necessary Extra Expense you incur due to the necessary suspension of your **“operations”** in the event that ingress or egress is prevented at the described premises as a result of a Covered Cause of Loss. The **“loss”** or damage by a Covered Cause of Loss preventing ingress or egress must occur within one mile of the described premises. This coverage will apply for up to 30 consecutive days from the date when the ingress or egress is denied.

The most we will pay for this coverage is \$5,000 for any one occurrence.

This additional coverage does not apply in the event that access is denied by action of civil authority. Such coverage is provided subject to Item **2.** above.

5. Newly Acquired Premises

We will pay for the actual **“loss”** of Business Income you sustain, and necessary Extra Expense you incur when property at a newly acquired premises is damaged by a Covered Cause of Loss.

Coverage under this extension will end when any of the following first occurs:

- a. This policy expires;
- b. 90 days expire after you acquire the property that would qualify as covered property; or
- c. You report values to us.

We will charge you additional premium for values reported from the date you acquire the property that would qualify as covered property.

The most we will pay under this extension is \$100,000 in any one occurrence at each newly acquired premises. This limit is in addition to the Business Income and Extra Expense limit provided above.

6. The following, when used in this section, are defined as follows:

- a. Business Income means net income (net profit or loss before income taxes) that would have been earned or incurred during the period of restoration and continuing normal operating expenses including payroll.
- b. Extra Expense means necessary expenses you incur during the period of restoration that you would not have incurred if there had been no direct physical **“loss”** or damage to property caused by or resulting from a Covered Cause of Loss.
- c. Contingent Business Property means property operated by others on whom you depend to:
 - (1) Deliver materials or services to you or to others for your account (Contributing Locations);
 - (2) Accept your products or services (Recipient Locations);
 - (3) Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 - (4) Attract customers to your business (Leader Locations).
- d. Period of restoration means the period of time that:
 - (1) Begins with the date of physical **“loss”** or damage caused by or resulting from any Covered Cause of Loss; and
 - (2) Ends on the date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any

property; or

- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **“pollutants.”**

The expiration date of this policy will not cut short the period of restoration.

B. Emergency Vacating Expense

1. The coverage provided by this policy is extended to apply to the reasonable expenses that you incur in the **“emergency”** vacating of the premises of your facility described in the Declarations, provided that vacating is necessary due to an **“emergency”** situation resulting from a Covered Cause of Loss.
2. We will not pay for any expenses under this extension arising out of:
 - a. A strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority;
 - b. A planned vacating drill; or
 - c. The vacating of one or more individuals that is solely due to their individual medical condition.
3. The most we will pay in any one occurrence for the evacuation of residents, regardless of the number of residents evacuated is \$15,000. The deductible for emergency vacating expenses is \$1,000 per occurrence.

C. Expediting Expense

The coverage provided by this policy is extended to apply to your reasonable and necessary expense of temporary repairs to your business property or the extra costs of expediting the permanent repair or replacement of your property, whichever is less. These expenses include overtime wages and extra costs for rapid means of transportation. However, we will not pay for the temporary rental of property or the temporary replacement of damaged property.

The most we will pay under this extension is \$25,000.

D. Garages

“Building” coverage is extended to apply to any garage or storage shed located at the premises described in the Declarations.

The most we will pay under this extension is \$5,000.

E. Money Orders and Counterfeit Paper Currency

The Basic Limit of Insurance that is provided for Money Orders and Counterfeit Paper Currency under the **CRIME COVERAGE FORM** is increased to \$25,000.

F. Non-Owned Detached Trailers

You may extend the insurance that applies to your Business Personal Property to apply to **“loss”** or damage to trailers that you do not own, provided that:

1. The trailer is used in your business;
2. The trailer is in your care, custody or control at the premises described in the Declarations;
and
3. You have a contractual responsibility to pay for **“loss”** or damage to the trailer.

We will not pay for any **“loss”** or damage that occurs:

1. While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
2. During hitching or unhitching, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

The most we will pay under this extension is \$5,000.

G. Ordinance or Law

Section **A. Coverage, 5. Coverage Extensions, j. Ordinance or Law** is amended as follows:

1. The Limit of Insurance for demolition costs is increased to \$300,000 in any one occurrence.
2. The Limit of Insurance for increased cost of construction is increased to \$300,000 in any one occurrence.

H. Personal Property of Residents

1. Residents' Property – Personal Effects

- a. The Business Personal Property coverage is extended to apply to the personal effects of the residents of your facility while at a premises described in the Declarations.
- b. (1) The most we will pay for **“loss”** or damage to the property of any one resident is \$5,000.

(2) The most we will pay for **“loss”** or damage in any one occurrence, regardless of the number of residents who had property lost or damaged is \$25,000 subject to the any one resident limit shown in **1.b.(1)** above.

(3) The most we will pay for the sum of all such **“loss”** or damage during each separate policy period is \$100,000, regardless of the number of occurrences.
- c. We will not pay for a **“loss”** under this coverage until the amount of **“loss”** exceeds a \$1,000 deductible. We will then pay the amount of **“loss”** in excess of the deductible up to the applicable Limit of Insurance.
- d. Residents' Personal Effects do not include **“money”** or **“securities.”** Such coverage is provided subject to Item **2.** below.

2. Residents' Money and Securities

- a. We cover **“money”** and **“securities”** belonging to the residents of your facility while at a

covered location. We cover such property against **“loss”** from a Covered Cause of Loss applying to your business personal property at the location. We do not cover any **“loss”** caused by or resulting from forgery, alterations, the giving or surrendering of checks or **“money”** in exchange or purchase, or accounting or arithmetic errors and omissions.

- b. (1) The most we will pay for **“loss”** or damage to the **“money”** and **“securities”** of any one resident is \$500.
- (2) The most we will pay for **“loss”** or damage in any one occurrence, regardless of the number of residents who had **“money”** and **“securities”** lost or damaged is \$5,000 subject to the any one resident limit in **2.b.(1)** above.
- (3) The most we will pay for the sum of all such **“loss”** or damage during each separate policy period is \$50,000, regardless of the number of occurrences.
- c. We will not pay for a **“loss”** under this coverage until the amount of **“loss”** exceeds a \$500 deductible. We will then pay the amount of **“loss”** in excess of the deductible up to the applicable Limit of Insurance.

I. Reward Reimbursement

We will pay a reward for information that leads to a criminal conviction in connection with **“loss”** or damage to covered property by a Covered Cause of Loss; provided that the reward is pre-approved by us.

The most we will pay for **“loss”** or damage under this extension is \$5,000 regardless of the number of persons who provide information. No deductible shall apply to this coverage.

This extension does not include arson reward, as arson reward is included in Section **4. Additional Coverages** of the **PROPERTY COVERAGE FORM**.

J. Spoilage

- 1. We will pay for direct physical **“loss”** or damage to your perishable business personal property, and perishable personal property of others while at or within 1000 feet of the described premises caused by spoilage due to changes in temperature or humidity resulting from:
 - a. Complete or partial interruption of electrical power to the described premises due to conditions beyond your control; or
 - b. Mechanical breakdown or failure of heating, cooling or humidity control equipment or apparatus at the described premises.
- 2. Coverage does not apply to:
 - a. The disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power.
 - b. The deactivation of electrical power or current caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
 - c. The inability of an electric utility company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or

(2) Governmental order.

d. The inability of a power source at the described premises to provide sufficient power due to insufficient generating capacity to meet demand.

3. The most we will pay for “**loss**” or damage in any one occurrence is \$50,000.

VI. Limitations

A. Section C. **Limitations** in the **CAUSES OF LOSS FORM** is amended as follows:

2. a. The limit for furs, fur garments and garments trimmed with fur is increased to \$5,000.
- b. The limit for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals is increased to \$5,000. This Limit of Insurance does not apply to jewelry and watches worth \$100 or less per item.

VII. Definitions

A. “**Alternative key systems**” means programmable keying systems, such as mechanically or electronically coded key cards.

B. “**Counterfeit money**” means an imitation of “**money**” that is intended to deceive and to be taken as genuine.

C. “**Emergency**” means imminent danger arising from an external event or a condition in the facility which would cause loss of life or harm to occupants.

<i>SERFF Tracking Number:</i>	<i>PHLX-125878412</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Philadelphia Indemnity Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>ML AR0037702F01</i>		
<i>TOI:</i>	<i>05.1 Commercial Multi-Peril - Non-Liability</i>	<i>Sub-TOI:</i>	<i>05.1003 Commercial Package</i>
	<i>Portion Only</i>		
<i>Product Name:</i>	<i>UltimateCover</i>		
<i>Project Name/Number:</i>	<i>UltimateCover/ML AR0037702F01</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PHLX-125878412 State: Arkansas
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: ML AR0037702F01
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
Portion Only
Product Name: UltimateCover
Project Name/Number: UltimateCover/ML AR0037702F01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:
Approved 10/30/2008

Comments:
Attachments:
AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF
AR - NAIC FORM FILING SCHEDULE.PDF


Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name	Philadelphia Insurance Companies				Group NAIC #	0677
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #		
Philadelphia Indemnity Insurance Company	PA	18058	231738402			

5. Company Tracking Number	ML AR0037702F01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Diane Quarles One Bala Plaza, Suite 100 Bala Cynwyd PA 19004	Compliance Analyst	877-438-7459	866-478-1433	quarlesd@phlyins.com
7. Signature of authorized filer				
8. Please print name of authorized filer	Diane Quarles			

Filing Information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	05.1 Commercial Multi-Peril - Non-Liability Portion Only			
10. Sub-Type of Insurance (Sub-TOI)	05.1003 Commercial Package			
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]				
12. Company Program Title (Marketing Title)	Ultimate Cover Program			
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:	12/1/08	Renewal:	12/1/08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing	10/29/08			
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	ML AR0037702F01
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Philadelphia Indemnity Insurance Company is introducing two new property enhancement endorsements which we plan to use with our Ultimate Cover Product. These endorsements will be used on a mono-line or package basis. Attached are the following endorsements:

PI-ULT-103 (09/08) Elite Property Enhancement: Real Estate / Office Parks / Shopping Centers

This is a mandatory endorsement that provides enhanced coverages as listed in the schedule with the applicable limits of insurance for real estate, office parks and shopping centers.

PI-ULT-104 (09/08) Elite Property Enhancement: Nursing Homes / Medical Facilities / Hospitals

This is a mandatory endorsement that provides enhanced coverages as listed in the schedule with the applicable limits of insurance for nursing homes, medical facilities and hospitals.

There will be no premium charge for these endorsements and it will be a mandatory attachment.

22.	Filing Fees (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="margin-bottom: 20px;"> Check #: Amount: </div> <div style="text-align: center; margin-top: 100px;"> Refer to each state's checklist for additional state specific requirements or instructions on calculating fees. </div>	

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	ML AR0037702F01
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	n/a
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Elite Property Enhancement: Real Estate / Office Parks / Shopping Centers	PI-ULT-103 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Elite Property Enhancement: Nursing Homes / Medical Facilities / Hospitals	PI-ULT-104 (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		